

cuting a conveyance, a petition was filed in this cause, in which he was appointed, by the present defendant, as the devisee of John Turner, the purchaser at the sheriff's sale, praying the court to appoint a trustee to make a conveyance to the said defendant ; upon which petition, the court, on the 17th of August, 1847, appointed a trustee, with directions to execute a conveyance accordingly, which was done on the 5th of the then ensuing month of October, as by the record appears.

The bill in this case alleges, and it is not denied, that the order of the court, of the 17th of August, 1847, was altogether *ex parte* ; but all the allegations in the bill, of fraud and unfairness, are denied ; and there is a total absence of proof, calculated to cast a shadow of suspicion upon the perfect integrity of the transaction ; on the contrary, the evidence shows clearly, that Tubman Nelson, in his time, recognised the title of John Turner, by becoming his tenant of this very parcel of land, and by voluntarily removing from it, when he found it no longer for his interest to occupy it as a tenant to Turner, and by frequent declarations of the kindness with which he, Nelson, had been treated by Turner, whilst he did occupy the land as his tenant.

Tubman Nelson died in the year 1834, leaving the complainants, then survivors, his heirs at law, and this bill was filed by them on the 22d of April, 1848, the object being, as before stated, to vacate the order of the County Court, of the 17th of August, 1847, the deed executed in pursuance of that order, and for a conveyance to the complainants of the land in controversy. The bill takes no notice whatever of the proceedings at law against Nelson, the purchaser at the sale made by the trustee in 1824, nor of the judgment, and execution and sale made by the sheriff to Turner, in 1828 ; on the contrary, the bill alleges, that he, Nelson, paid the entire purchase money, and that the proceedings on the equity side of the County Court, in which Turner alleged that he had acquired title by virtue of a sheriff's sale, were founded upon false allegations. The record herein is conclusive against the truth of the bill, it appearing, upon the face of the record, that Nelson did not pay the entire purchase money, and that the judgment recovered